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GENERAL HEADINGS.

Current Topics.

Legal Honours.

IN ITS issue of last week, our contemporary, the *Law Journal*, calls attention to the fact that only one solicitor, Mr. DONALD MACLEAN, is accorded any substantial recognition in the British Empire Order. This our contemporary regards as a defect in the distribution of honours, and we are inclined to agree. Many solicitors have done excellent war-work, both in a civil and in a military capacity, and the party Whips might have borne this in mind when arranging their lists. We fear that in official quarters there is still an old-fashioned tendency to regard solicitors as an inferior order of lawyers, and to assume that the legal profession is identical with the Bar. This is a mistake which the Bar itself would be the first to scout. Under a Premier who is himself a solicitor, the first to attain that high distinction, this mistake ought not to be made. Of course, Mr. LLOYD GEORGE has national duties of so high and exacting a kind that no reasonable person could expect him to pay personal attention to the compiling of an honours list. But his subordinates might well have remembered it, and taken care to secure for both branches of the legal profession their due share of merited recognition in the new Order of the British Empire.

Ex-Solicitor Barristers.

AT THE same time, it may freely be admitted that to-day recognition of the Bar is to some extent recognition of solicitors as well; for many able and successful young members of the junior branch abandon it at an early stage for the more tempting arena of the Bar. Mr. Justice BAILHACHE, Lord Justice SWINFEN EADY, Sir SAMUEL EVANS are all illustrations of this: each of these eminent Judges was a solicitor, became a barrister, and attained high success in his second career. And, apart from the judicial bench, the Bar ranks among its most successful members to-day, alike among silks and among stuff-gownsmen, many who have forsaken at the bidding of its syren lure the more prosaic paths of the other branch. This tendency, too, is likely to increase. If our prediction of last week is verified, and the county court becomes at an early date the sole, or at any rate the chief, first instance court, solicitors and barristers will practise side by side as advocates, and a greater proportion of the former—feeling their feet in advocacy and having made sure of their ground—will eventually go over to the Bar. In fact, the day may come when the average student will prefer to become a solicitor in the first instance, instead of risking the glorious uncertainties of the

Bar, with the fixed intention of "going higher" should his record as an advocate after a fair trial justify the adventure.

The Colonial Bars.

INDEED, IT may be that the example of our self-governing Colonies will sooner or later be followed in Great Britain. In all these Colonies, we believe, the following arrangement of legal business prevails. The professions of barrister and of solicitor are distinct professions, and yet not distinct. That is to say, only a barrister can do the work of advocacy, at least in the superior courts, and only a solicitor can practise as such. But the same man can be both barrister and solicitor if he chooses to seek admission to both professions. And in practice nearly every practitioner is both a barrister and a solicitor. In firms, a division of labour takes place. The ideal firm of two persons contains a barrister and a solicitor—each of whom, however, is qualified to do the work of the other in an emergency or during his partner's absence on business or holiday. So the whole work of a case is done in one set of chambers—a plan which obviates much tedious drafting of instructions to counsel, much running to and fro between counsel's chambers and solicitor's office, much worry as to whether or not pleadings will be ready when called for. Of course, the leading members of the Bar are a race apart, who have no partners and are only briefed to lead a junior. The system seems to work well in the Colonies and to save expense. But in England we are a conservative race, especially those of us who are lawyers, and probably it will be a long time before we can bear to cast aside the venerable and dignified professional tradition which separates the Rolls from the Inns of Court. Any steps in the direction of fusion, if, indeed, they are taken at all, will certainly be halting and gradual steps. Certainly to most of us the existing order of things makes a fond appeal.

Solicitors in England.

AS A matter of fact, it is not so very long ago since the junior branch of the legal profession was itself not one, but many. When Queen VICTORIA ascended the throne of England there were three distinct branches of the legal profession in existence, apart altogether from the Bar. Attorneys practised in the common law courts, solicitors in Chancery, and proctors in the ecclesiastical courts, where, too, there existed a special kind of barrister—the "doctor" of Doctors' Commons. Indeed, the "notary" had just ceased to flourish as a special kind of attorney, of great importance in England during the eighteenth century, as he is in France, Italy, or Spain to-day; and in the days of the Tudor and Stuart monarchs there was yet another branch of the legal profession, that of "scrivener." In Scotland to this day there exists, in addition to the ordinary law-agents—called "writers" or "procurators"—three special classes of privileged solicitors, the Writers to the Signet, Solicitors of the Supreme Court, and Aberdeen "Advocates." An Edinburgh advocate, of course, is not a solicitor, but a barrister; but the Aberdeen advocate is a solicitor. In Scotland, curiously enough, solicitors are not infrequently appointed Sheriff-Substitutes, *anglice*, county court judges.

Barristers on Service.

THE Bar Council has recently drawn attention to its regulations respecting the practice of barristers absent on military service. The principal point is the suggestion that solicitors should continue to deliver briefs at the ordinary fee to their usual counsel notwithstanding his absence on service, which briefs will be handed over to a barrister nominated beforehand by the counsel with whom he may have made an arrangement as to practice and fees. The Bar Council complain that this rule is not being sufficiently observed, and suggest that it has been overlooked. We believe, however, that non-observance of this rule is due to other causes. While we have the utmost possible sympathy with any attempt to preserve their practice for men who are serving King and country amid the horrors and hardships of war, we feel that the Bar Council has scarcely considered the matter sufficiently from the standpoint of solicitors and their lay clients. After all, it is seldom the case that a solicitor can do just as he likes with a brief. Even if the client does not name counsel, he has to be told whom the solicitor is going to instruct, and given the reasons why. He certainly will not like the idea of being told that his brief is going to Mr. X——, who is away in Mesopotamia, and will, in fact, be fought by some other gentleman, known or unknown to the solicitor. A layman, at least in these days of war economy, does not litigate from pure love of the luxury. He goes into court only when he deems the matter of great importance to him, and he wants to win. Naturally he wishes the best available counsel to be selected, not the nominee of a gentleman who is abroad. Even in peace time, when a brief has been unexpectedly devilled, the client is always displeased. Probably every solicitor has known what it is to confront an angry client, explaining that Mr. X—— had two cases which came on unexpectedly on the same day in a manner which could not have been foreseen when the brief was delivered, and that nothing unusual or improper has taken place in his sending a devil. Even when the reasonableness and inevitability of the transaction are unanswerable, the client is not satisfied. It is next to impossible to get him to acquiesce in the much more ambiguous scheme of putting on the brief the name of a counsel whom you do not even expect to attend. He naturally says: "Where do I come in here? I have every sympathy for Mr. X——, but I have to consider my own interests first. I want to instruct the best counsel among those who remain at home, so as to make sure of getting my rights." There is really no answer to this, and that is why the Bar Council's patriotic and self-sacrificing plan has not worked, and never is likely to work.

An Alternative Plan.

NOW AN alternative plan has occurred to us which, in our opinion, is much more likely to prove workable. We would suggest that when a solicitor has a brief to give he should put on its back the name, with fee marked, of the counsel—among those still available—whom he wishes to hold it. Then he should add underneath a second name, that of the counsel (if any), now on active service, whom he would have instructed in the usual course had the latter been available. Then the fee should be shared equally between both counsel. This arrangement is novel, and would require the professional sanction of the Bar Council, especially as the fees would be paid in separate moieties to the clerks of both practitioners. Counsel receiving the brief should be under a duty to accept it whether or not he knows the absent barrister, and should not be allowed to demand a higher fee. This plan seems eminently fair, the layman can understand it, and it enables the latter to get the lawyer he would prefer, whereas, under the Bar Council's plan, he has to accept the nominee of an absent barrister. Perhaps the counsel actually instructed might object to having his fees cut down to half in this way, but he should remember that he only gets the brief at all because the other man is fighting for him. We feel sure that barristers exempted from service on the ground of age or for any other reason are too fair-minded to make an objection of this kind. It might be suggested, of course, that our plan puts a great temptation in the way of solicitors having a young barrister relation or friend in the Army; they may be tempted to add his name as "second" on the brief, even although they could not have entrusted the case to him had he been available. But here again the honour of the solicitor must be trusted; we do not believe that one lawyer in a hundred would succumb to this temptation and do a shabby thing of this kind. Frankly, we believe in our own suggestion, and should like to see it carefully considered on its merits by the Bar Council and the Law Society. The mere fact that it is novel and less in accordance with precedent than the Bar Council's arrangement is hardly a sufficient answer to any proposal in these days of new conditions. We suggest it only as an alternative. Both plans, that of the Bar Council and our own, should exist as possible alternatives between

which a solicitor should be at liberty to choose. The essence of our plan, by the way, is that it is compulsory. A barrister receiving a brief marked in this way in his usual class of work at his usual fee should be declared guilty of a breach of professional etiquette if he refuses to accept it without some very special reason.

Habeas Corpus to Commanding Officers.

THE GENERAL rule that neither the writ of *Habeas Corpus* nor any of the Crown writs will be issued to a commanding officer holding a man handed over to him by a magistrate's order did not prevent the Divisional Court from issuing rules *nisi* of *Habeas corpus* and *certiorari* in the case of *Re George William Riley* (*Times*, 31st August). The applicant became a conscript under the first Military Service Act, 1916, having been refused exemption on grounds of conscience. After suffering a term of imprisonment, he satisfied the military authorities that his convictions were sincere, and they decided to release him in order that he might serve with the Friends' Ambulance Corps in France. He was granted, on 23rd August, 1916, an absolute discharge on the ground that his services were no longer required. He went to France, and served there with the Ambulance Corps, but when he returned to Britain for a short holiday in June he was arrested and detained as an absentee. On the issue of a summons in the police-court Mr. BROS found that he was in law an absentee, and made an order handing him over into military custody. On the applications, one for *habeas corpus* against the military authorities and the other for *certiorari* to quash the conviction and order of the learned magistrate, it was contended that the applicant's discharge in August, 1916, after service in the reserve and with the colours, excused him from further liability. It certainly seems absurd that the military authorities can grant an absolute discharge to a man of military age the effect of which is nothing at all—since the contention of the Crown is that, on the signing of such a discharge, the man thirty days later is once more "deemed to be enlisted and transferred to the reserve," since he is a British subject of military age, and not protected by any exception in the first schedule of the Military Service Acts. It was decided in *Fraser* v. *Military Authorities* (1917, 15 L. G. R. 508) that an officer of military age and deprived of his commission for reasons other than medical grounds becomes automatically a "reservist" on the thirtieth day after he is gazetted out of the Service, since he is not protected by any statutory exception. But an officer never was an enlisted man, and there is no contradiction in terms involved in treating him as a soldier after he has lost his commission. But there seems a contradiction in treating a man who has already been an enlisted man, and has been discharged from the Army, as nevertheless a soldier still. To get rid of this difficulty in the case of artizans released from the Army for skilled munition employment, the War Office has adopted the plan of "releasing" these men from service with the colours and transferring them to a civilian reserve, instead of granting them a discharge. The return of the rules *nisi* should be the occasion of an interesting argument.

Regularity of Ministry.

OUR READERS are familiar with the difficulties which have occurred in construing the exception "regular minister of a religious denomination," which occurs in the first schedule to the Military Service Acts. The reported decisions lay down no definite principles for the guidance of magistrates, whose decision on the facts is autocratic. No appeal lies on a question of fact, and cases stated on legal points are usually decided adversely to the defendant on the ground that some slight evidence exists to support the justices' finding. Some more adequate tribunal ought to have been provided by the Military Service Acts for testing a man's legal liability to serve, and a reasonable right of appeal should have been given. In *Kipps* v. *Lane* (81 J. P. 117) it was held that a man following a secular occupation in addition to exercising the vocation of a minister might or might not be a "regular minister"—it was for justices to decide the question on all the facts of the case. In *Kick* v. *Donne* (15 L. G. R. 498) it was held that the size of the congregation might affect the question. The latest case is *Noch* v. *Malins* (*Times*, 31st ult.), decided by the Divisional Court on a case stated by the Birmingham Bench of Justices, which was heard at the special vacation sitting of the King's Bench. Here a member of the denomination known as "Strict Baptists," elected minister shortly before the passing of the Military Service Acts, exercised the usual offices of a minister in accordance with the custom of that denomination. There was no formal ordination service, but he was elected by a recognized congregation of the sect. He was paid no settled salary, but paid expenses out of the collections and retained the balance as his hire. His congregation consisted only of thirty persons, but his name appeared as a recognized minister in the list of Strict Baptist ministers. In addition he had a secular calling. The justices had found as a fact that he was not a "regular minister," apparently on the ground that he had no fixity of tenure and was not elected by any specially defined body with a regular constitution and procedure. In the circumstances, since there was some evidence on which the justices could exercise their discretion, the Divisional Court refused to interfere with their finding.

Contracts with Alien Enemies.

THE LATEST addition to the now lengthy list of decisions on the effect of contracts made with alien enemies is a decision of the vacation judge, Mr. Justice BRAY, in *Elders & Fyffes (Limited)* v. *Hamburg-Amerikanische Packetfahrt Aktien Gesellschaft* (*Times*, 5th inst.). It is obvious from the name of the defendants that they are a company registered in Germany, and therefore now alien enemies for the duration of the war. In June, 1913, the plaintiffs, a company registered in England, entered into two contracts, one with the above defendants and another with a similar German company who were defendants in an action heard along with the above. The questions affected the fruit trade between America and Germany, and all the plaintiffs' obligations under the contracts were, in fact, carried out by an American company, the United Fruit Company, of Boston, whose agents they were, and whose shareholders appear to have held a large interest in the English company's shares. The contracts were to be in force for a period of thirty years. Now the plaintiffs claimed in the usual way that these *ante-bellum* contracts had become void on the outbreak of war, whereas the defendants contended that at most they were only suspended for the duration of the war, and would thereafter automatically revive. So far the case is one of a familiar type, but it had two unusual features. The defendants contended that the English company were not principals under the contracts, only agents of the American company, and therefore had no *locus standi* to ask for a declaratory order as to their operation. This, however, was decided adversely to them on the question of fact. His Lordship held that the plaintiffs were principals because in certain events they were bound personally by the terms of the contract to pay the defendants an annual compensation for office expenses in Hamburg. Obviously, had it been decided they were merely agents, a much more interesting point of law would have arisen, namely, whether agents who effected an *ante-bellum* contract between an alien enemy and an alien friend can ask the Court for a pronouncement on its validity. The second unusual feature was a bold contention by the defendants that the plaintiffs were themselves in substance not a British but an American company, and that therefore our rules as to the operation of contracts between British subjects and alien enemies did not apply. Had this contention succeeded on the facts, a fascinating problem of legal speculation would have required judicial decision. But the Court refused to apply the doctrine that foreign control makes a foreign company, laid down by the House of Lords in the leading case of *Daimler* v. *Continental Tyre Co.* (1916, A. C. 307), in such a way as to deprive a company registered in England of the status as an English company. Mr. Justice BRAY adopted what we believe is an original view as to the effect of the decision in that celebrated

case. He regarded it as an authority, *not* for the proposition that a foreign-controlled company, registered in England, ceases to be an English company, *but* for the proposition that it becomes *both* a foreign and an English company. And he made an order declaring the contract to be utterly void as from the date of war.

Finger Prints as Evidence.

On a recent summons at the Westminster Police-Court, very fully reported in the daily Press, Mr. Rooth, the learned metropolitan police magistrate, refused to accept as evidence of record, after the conviction of a woman for theft, a police officer's statement that her finger-print impression showed that she had been previously convicted of certain other offences. He adjourned the case for further and better evidence of these convictions, stating that many years ago he had prosecuted in an unreported murder trial at the Old Bailey, where the presiding judge directed a jury not to convict when the only real evidence of identity was based on finger-print records. But when the case came on again Mr. Rooth stated that he had modified his opinion, as the result of a personal visit to Scotland Yard and inspection of the system of records, and was now willing to treat finger-print records as *prima facie* evidence of identity. We can readily understand the process of conversion which a visit to Scotland Yard and a pleasant chat with an enthusiast would inspire in Mr. Rooth. Five-and-twenty years ago the writer of this note attended in a Scottish University the lectures on medical jurisprudence of a very eminent authority, and he well recollects the convincing exposition of the infallibility of the Bertillon system of identification by measurements which that learned professor gave in one of his essays. The wealth of illustrations, the array of convincing statistics and diagrams, the profound scientific and mathematical reasoning, all left on every student the firm conviction that only ignoramuses or fossils could doubt the absolute scientific infallibility of Bertillon's methods. Yet anthropometry, then so fashionable, proved to be fallacious, led to blunders, and has long been abandoned. We are not certain but that finger-print evidence, which an expert can prove so convincingly to be incapable of error, may suffer the same ultimate exposure and discredit. There are three reasons for accepting the system with great caution. In the first place, out of 1,500 millions of human beings, the chance of two having *absolutely identical* impressions cannot be said to violate the law of probabilities. Secondly, the number of *similar* finger-casts, differing only by variations so minute that one expert might note them where another might fail to do so, must be very great. Lastly, in practice the comparison of records cannot always be made by experts of the very highest skill, and when common men come to rely on their own comparisons of two casts endless blunders will be made. Finger-print evidence, like that of handwriting, must be relied on in our courts, but should not be accepted as even approximately infallible.

The New Food Orders.

We have been printing during the last few weeks all important new Orders issued by the Ministry of Food. It is probable that a good deal of litigation will result from maximum price Orders, now that the great staple commodities of bread and meat are affected by them. Disputes as to the effect of the new Orders on contracts between wholesale and retail traders are almost certain to arise. We cannot anticipate the directions of conflict, but it may be useful to remind our readers of an often overlooked provision in the Defence of the Realm (Amendment) (No. 2) Act, 1915. "It is hereby declared," runs sub-section 2 of the first section of that Act, "that where the fulfilment by any person of any contract is interfered with by the necessity of complying with any requirement, regulation, or restriction of the Admiralty or the Army Council under the Defence of the Realm Consolidation Act, 1914, or this Act, or any regulations made thereunder, that necessity is a good defence to any action or proceedings taken against that person in respect of the non-fulfilment of the contract so far as it is due to that interference." As the Orders of the Minister of Food purport to be made by virtue of his powers under the Defence of the Realm Regulations, the non-fulfilment of a contract is affected by this clause when caused by the interference of a Food Order. The clause may, therefore, often prove useful to a defendant.

The Late Mr. Justice Low.

His colleagues on the Bench and his sometime comrades at the Bar will deeply regret the untimely death of Mr. Justice Low at what, from the judicial point of view, is the early age of sixty-one. Not a very profound lawyer nor a very eloquent advocate, the late judge succeeded at the Bar by sheer force of character, thoroughness, shrewdness, common sense, and practical ability. His robust mind went hand in hand with a simple straightforwardness of character and an unaffected geniality which endeared him to all who had to work with him. A solicitor for the first twelve years of his professional career, Sir Frederick Low came to the Bar at the mature age of four-and-thirty. Not many men who come to the Bar so late in life succeed in an exacting profession; indeed, elevation to the Bench after so late a beginning is probably unprecedented. But Sir Frederick Low had been of the legal profession, though not the Bar, and the law was far from unfamiliar to him when he entered the Inns of Court. The law, like the muses, is an exacting mistress, who yields only to a youthful and persistent wooer, but her courtship may be commenced in the prosaic surroundings of a solicitor's office as well as in the romantic purlieus of the Inns of Court. After twelve years at the Bar, during which he gradually built up a solid, but scarcely a commanding, position on the South-Eastern Circuit, the late judge took silk in 1902. And not much more than twelve years later, having meantime entered Parliament and become leader of his circuit, he was elevated to the Bench in 1915. Sir Frederick Low's career seemed to run in periods of twelve years! On the Bench he was a painstaking, judicially minded, and most courteous judge. He took part in some notable criminal trials, particularly the Pimlico Army bribery scandal and the sensational Wheeldon murder conspiracy against the Premier, in both of which his conduct of the trial enhanced his reputation both with the public at large and among lawyers. A sensible, solid, good-natured, robust-minded Englishman, one can only regret that the Bench did not enjoy longer the advantage of his sterling qualities.

Some Recent Common Law Cases.

There is something lordly and aristocratic about the monthly edition of the Law Reports. Perhaps that is why every practitioner steals a glance at it each month, just to see if it contains anything he would like to read. The elegant green binding, with its suggestions of Robin Hood and all his merrie men in Sherwood Forest, the large and handsome type, the general air of distinction and "apartness:" these little things all make the veriest tyro feel that he is the member of a mighty corporation with traditions extending back into the romantic Middle Ages, or, as St. Paul would have put it, the citizen of no mean city. Especially in the lazy days of a long vacation perforce spent in London does the indolent grandeur of the Law Reports lure one on to open its sacred pages.

So much by way of preface. The fact thus solemnly ushered in with so much benediction is that we have been reading the September number of the Law Reports, both Common Law and Equity, and have found them exceptionally interesting. There are no sensational cases, indeed, like the notorious *Rex* v. *Crippen* of five years ago. Nor is there any great constitutional case, such as the *Zadig* and the *Halliday* series. Nor is there any decision that marks a fundamental alteration of the great settled rules of law. But in a humble, quiet way there is much that is scholarly and much that is intensely interesting to the student of law. Many of the points, if not all, have

already been commented on, fully or briefly, in the columns of the SOLICITORS' JOURNAL. But read at leisure in the full dress garnish of a law reporter's effort, they afford pleasure and charm to all who care for the deeper principles of English jurisprudence.

Let us turn to the King's Bench volume. There is a most instructive Army case: *Rex* v. *Army Council, ex parte Ravenscroft* (1917, 2 K. B. 504). This case has defined the precise status of a soldier in the eyes of the law and the limitations on his personal liberty, his right of recourse to the court, which his condition of subjection to military discipline imposes. He retains, of course, the civil and criminal remedies against outsiders which every freeman possesses, and every Briton is in the eyes of the law a freeman. Even as against those in military authority over him, he retains the right to sue them or prosecute them for acts done by them affecting his legal rights provided those acts are not done in the course of their military duty. But when an act is done by a superior in the Army to an inferior, whatever their relative rank, in the *bona-fide* exercise of military authority—even if, in fact, irregular or illegal—then our civil courts cannot grant any remedy, civil or criminal, to the aggrieved soldier. By virtue of his enlistment or acceptance of a commission in the Army the soldier is held to have contracted out of his civil and criminal remedies and to have assented in lieu thereof to such remedy by way of complaint as the "Articles of War"—*i.e.*, section 41 and 42 of the Army Act—afford him. The analogy between the position of a soldier and that of a serf or a vassal in mediæval times will strike lawyers interested in the history of jurisprudence; the latter had ordinary civic rights against everyone except his lord. Of course, like all analogies, the resemblance breaks down at many points. But it has its value all the same. Each relationship is based on military necessities of national defence in ages where these differ greatly on the surface, but possibly not so greatly in fundamental characters.

Our next case is *MacMillan* v. *London Joint Stock Bank (Lim.)* (1917, 2 K.B. 439), the cheque case which was so much discussed and so much criticized at the time in legal circles. The partner in a business firm gave a signed cheque, drawn in favour of the firm, to a confidential clerk whom he had no occasion to suspect. He filled in the amount (£2) in figures, but left vacant the space where the amount is stated in words. His clerk fraudulently altered 2 to 120, and filled in the latter amount in words, thereby drawing the larger sum and misappropriating it. Is the bank bound to replace the sum thus withdrawn from the customer's account, or is he debarred by negligence from recovering it? In other words, is the case inside or outside *Young* v. *Grote* (1827, 4 Bing. 253), where it was held that the drawer of a blank cheque is guilty of a breach of duty towards his banker, since he acts negligently and unreasonably in issuing such a cheque, and must recoup any sum fraudulently obtained from the bank as the result of such breach of duty. But Mr. Justice SANKEY and the Court of Appeal decided against the bank. The duty of a customer who draws a cheque is the duty not to mislead the bank. He commits a breach of this duty if he gives away a blank cheque, but not if he merely fills in his cheque in a way which renders easy a forgery. If he has reason to suspect that the person to whom he entrusts the cheque for collection is likely to commit forgery, the case may be different; but in the circumstances of the case on which we are commenting no reason for such suspicion existed.

There are two interesting insurance cases, one on burglary insurance and one on marine insurance policies. The former —*Stebbing* v. *Liverpool and London and Globe Insurance Company* (1917, 2 K. B. 433)—decided that where a policy contained a clause referring to the decision of an arbitrator, "all differences arising out of this policy," those words include a dispute as to whether or not certain declarations made in the proposed form, and stated to be the basis of the extract, were true or false. Those fateful words, "arising out of"! We are accustomed to the niceties of interpretation they give rise to in workmen's compensation cases, and here we find a similar question coming up on a mere common or garden burglary policy. The latter case—*France* v. *North of England Protecting and Indemnity Association, etc.* (1917, 2 K. B. 522)—also raised a point familiar to the workmen's compensation practitioner, our old, old friend, what is the *causa proxima* of an accident? Here a ship ran upon and was damaged by the submerged wreck of a vessel recently torpedoed in shallow water by an enemy submarine. It was held that the "act of the King's enemies"—*i.e.*, the piratical act of the submarine—was not the *causa proxima* of the collision, and so the ship could not recover on a policy protecting her against "loss through consequence of hostilities." An interesting case, and well worth reading in its stately Law Reports trappings.

There are other interesting Common Law cases in the Reports, but just one other we have space to mention. This is the "overhanging yew tree" case: *Cheater* v. *Cater* (1917, 2 K. B. 516). Here a landlord let a farm to a tenant, retaining in his own possession adjoining land on which was a shrubbery containing yew trees so near to the farm as to overhang the boundary, and during the tenancy to come within the reach of the tenant's cattle and horses. Now, cattle are in many ways very like women; indeed, a homely Scots proverb says that "women folk are *kittle cattle*"—*i.e.*, ticklish beasties to have anything to do with. Like women, cattle are inquisitive. They follow the practice of our first mother Eve, and desire to eat the fruits of any unknown and forbidden tree that one may have in one's garden of Eden. Especially if there is a fence in the way to bar them from the fruit does their wayward nature cleave after it. So, of course, the cattle nibbled at the leaves and branches of the yew tree. And, like our first Mother Eve, they were punished for their rebellious curiosity, more severely than she, for Eve was only driven out of the Garden, but the unhappy cattle took sick and died. The question arose whether or not the landlord was liable. This interesting point has already been discussed fully in the SOLICITORS' JOURNAL, and we do not intend to go over the ground again. In fact, the two judges of the Divisional Court, COLERIDGE and ROWLATT, JJ., contrived to differ—as men have been wont to differ since time's beginning over the wayward conduct of women and its consequences upon mankind. But we strongly advise our readers to spend a spare moment in any available law library reading for themselves the full arguments used by counsel in the case, and by the judges in their judgments. It is not a lengthy report, and the labour will repay.

Here in conclusion we offer a word of advice to the student commencing his studies of the law, if haply there be any such who has escaped the meshes of the Military Service Acts and who reads the SOLICITORS' JOURNAL. It is wise to read the great leading cases decided in bygone days, but it is even wiser to read the cases decided to-day, be they small or great. For the men who decide these cases to-day, with their idiosyncrasies and their preferences—in a word, their "personal equations"—are the men who will decide the cases you argue before them in the days to come. It is not ELDON and MANSFIELD, JESSEL and BLACKBURN, before whom we have to keep our end up in the Courts. And another word of advice. Read not only the judgments when you read a case, but the arguments of counsel as well. They are often obviously unreal and unsound, but they may help you to construct a respectable and plausible contention in an uphill fight, where the principles enunciated in judgments would aid you not at all.

At North London Police Court, before Mr. Hedderwick, Joseph Williams, thirty-two, was charged under the Defence of the Realm Act with withholding information concerning himself from a police officer. A few days ago the prisoner was seen in a Hackney public-house, and the rumour spread that he was one of the prisoners of war who had escaped. He refused to give the police any information beyond saying that his name was Williams. Divisional Detective-Inspector Pride now stated that Williams was a deserter from the Australian Imperial Forces, and asked that the charge under the Defence of the Realm Act might be withdrawn so that he could be dealt with by the military authorities. Williams was handed over to an escort.

Protection Certificates.

THE very interesting case of *Rex* v. *Cheshire* (81 J. P. Newspaper, p. 324), although only the decision of a metropolitan police magistrate, has caused great disturbance to the minds of the recruiting authorities and the local tribunals, many of whom have discussed its effect on their practice. It is now announced that no appeal will be made from the decision, by way of case stated or otherwise, to the Divisional Court. It is therefore desirable to discuss briefly the situation which it has occasioned.

The facts are simple. CHESHIRE was an engineer of military age, the holder of a recruiting officer's protection certificate (Army Form W.3476A), and engaged on munition work. He was summoned at West London Police Court as an absentee by mistake of the military authorities, who, on discovering their error, refused to proceed with the charge. But Mr. MEAD, the learned magistrate, refused to allow the charge to be withdrawn, delivered an interesting judgment, in which he pointed out—as has repeatedly been pointed out in these columns—that those so-called certificates of exemption granted by recruiting officers or other persons authorized by the Army Council to grant such certificates are not statutory certificates of exemption at all. He found the charge proved, but dismissed the summons under the Probation of Offenders Act, 1907. The military representative stated that CHESHIRE would not be called up. CHESHIRE admitted that he was liable to serve, assuming his protection certificate to be invalid; but for this admission the magistrate must have dismissed the charge as unproved, since the military representative placed no evidence before him of the Proclamation, or that CHESHIRE had been called up out of the reserve, proof of which is a condition precedent to the offence of "absence without leave."

Indeed, our own opinion is that in any case CHESHIRE had a sufficient defence if he had chosen to raise it. He could have pleaded that he had "leave of absence" in the "manner prescribed," which excuses a reservist's failure to report under section 15 of the Reserve Forces Act, 1882. By the custom of the Service, a reservist's commanding officer has power to grant him leave of absence. By the Recruiting Regulations (which are reserved for official use, so that we are unable to give the reference required, but the existence of such a provision in the new Recruiting Regulations and Army Orders is frequently stated in court by military representatives), a reservist's C.O. is the chief recruiting officer of his district, and a "protection certificate" (Army Form W.3476A) is a prescribed mode of allowing such reservist to remain on munition work in civil life. We are, therefore, of opinion that, had the point been taken by CHESHIRE or by the military representative who desired to withdraw the prosecution, no conviction for "absence without leave" could have followed. But all parties agreed to stand or fall on the validity or invalidity of the protection certificate as a certificate of exemption, and Mr. MEAD is unquestionably right in refusing to regard it as such.

The point is simply this. Under section 3 of the first and principal Military Service Act there are three ways, and only three, in which a *statutory* certificate of exemption can be granted. They are these:—

(1) A Local Tribunal may grant a certificate to an individual.

(2) A Local Tribunal may grant an *individual* certificate to a man who is within an occupation certified as of national importance by the Government department within whose sphere it falls after consultation with the Army Council. Such an individual is a "starred" man, and is *prima facie* entitled to his certificate from the Local Tribunal on the ground that he is in a "certified occupation."

(3) A Government department may grant a certificate to an individual in its employment—*i.e.*, a "badged" man.

But the Act contains no provision by which any Government department can hand out badges in quantities to officials or private employers or anyone else, with instructions to give them to persons whom they consider necessary to munitions or other military work of a civilian nature.

As a matter of fact, the whole point is governed by the maxim, "*Delegatus non potest delegare.*" The Tribunals and the Government departments have themselves only "delegated authority"—they are the bodies to whom Parliament has delegated the duty of deciding what individuals are to receive exemption from military service for one or other of the grounds mentioned in the statute; the only one of these within the jurisdiction of a Government department is the first, namely, that the man is engaged on work of national importance, or ought to be so engaged, or is being trained for such work. Now, neither Tribunal nor Government department can delegate this judicial duty any more than a judge or a bench of justices can delegate to a subordinate the decision of some case within their jurisdiction. Such delegation is *ultra vires* of the Military Service Acts, and any certificate granted by the delegated official is invalid *as a statutory certificate of exemption.*

All this is quite clear, in our opinion, and there never has been any doubt of it. All the old modes of giving badges and non-statutory certificates to men engaged on work under either (1) the Ministry of Munitions, or (2) the Admiralty, or (3) the Army Council were, in our opinion, *invalid as certificates;* and the new protection certificates are open to the same objections. But when granted by the reservist's own C.O.—*i.e.*, the recruiting officer of the area in whose military register his name appears, they are valid as "leave of absence," and afford him a "lawful excuse" for failure to report as a reservist under the Proclamation or otherwise.

The practical question before tribunals now is what they should do in the circumstances created by Mr. MEAD'S decision. Hitherto they have usually refused to hear applications for exemption by men holding "protection certificates," but adjourned them until the certificates should happen to be withdrawn. This course is adopted on the ground that to grant such men statutory certificates of exemption would be to leave them in possession of two documents, each of which is enough to secure a young man from molestation by the police or military authorities. Such a course would lead to fraud. No doubt this danger exists. But there is a simple remedy. Certificates of exemption might be granted subject to the condition that the holder deposits with the Tribunal his protection certificate. This is perfectly legal, would prevent any fraud which might arise out of duplication of certificates, and is very much fairer to the man himself. He is protected by the proper legal authority, and not left in a position of dependence on a recruiting officer, who can withdraw his protection certificate any moment he pleases. Of course, the exemption granted would be conditional on the man remaining in his occupation, and the military representative could apply to vary it at any time. In our opinion this course should be taken by Local Tribunals, and should be pressed upon them by the advocate who appears for the man claiming exemption.

Correspondence.

British-born Wives of Aliens.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The hard position of a client exemplifies your remarks in to-day's issue.

The daughter of English parents, born in Great George-street, Westminster, she married a German, who deserted her over twenty years ago and went to live abroad. The lady by her own exertions reared her family in London, has never had any connections or sympathy with the Germans nor any communication with the husband.

She is known to be heart and soul an Englishwoman, and yet, even with K.C.s and other friends who have tried to get the rules relaxed, she is registered as an alien enemy and bound by all the stringent police regulations as to reporting herself, leave to travel, &c.

But my object in writing is to ask whether some new regulations

have been or are about to be issued to permit such persons to obtain relief from the hardships in question. T. P. Y.

Sept. 1, 1917.

[Regulation 56 (12) of the Defence of the Realm (Consolidated) Regulations provides that, so far as the trial and punishment of offences under these Regulations are concerned, a British subject who has married an alien husband is to be treated as a British subject. We are inquiring into our correspondent's suggestion that some recent amendment of the various Orders in Council, or some proposed amendment, relieves such a woman from her very hard position as regards registration, &c., under section 19 of the Aliens Restriction (Consolidation) Order, 1916.—ED. *S.J.*]

Administration *de bonis non*.—Leaseholds.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—A, being possessed of a leasehold house, appoints his wife B and one X executors and trustees, and bequeaths the house to B for life, with remainder to his daughter C. A dies, and his will is proved by both executors. X then dies, leaving B sole executor and trustee. Some years afterwards B dies intestate. Administration to B's estate is obtained by C, who thereupon becomes entitled to the house as administratrix of B, and also beneficially as legatee under A's will. What steps (if any) should be taken by C to avoid the necessity of taking out *Administration de bonis non* to A's estate on C's death? If any steps are necessary, would it be sufficient for C to sign a memorandum to the effect that, all A's liabilities having been discharged, she now holds the house absolutely in her own right? Or should C appoint new trustees of A's will, and such new trustees assign the lease to C?

I remember a somewhat similar case in which a purchaser took an assignment from my client (the beneficiary) without raising any point as to the necessity of *Administration de bonis non*, although there was no such memorandum as I have suggested, but I felt, and still feel, considerable doubt as to whether he was right.

Sept. 5, 1917. W. H. W.

[Perhaps some of our readers may have ideas, or have had experience, which may assist our correspondent.—ED. *S.J.*]

Building Mortgages.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—As I understand the important question of housing after the war is being now considered by the Government, I hope that you will find space in your paper for a few remarks on the subject.

There is no doubt that up to a few years ago the greater part of cottages and small houses were built in various places by the local builders, who were financed by advances on mortgage being made to them (and to purchasers of houses from them) on security of the properties, the chief lenders being trustees, friendly, industrial and building societies, &c. These investments were satisfactory from both the borrowers' and the lenders' point of view, and also added to the welfare of the country by giving employment to the various trades allied to the building trade. For some reason or other, and no doubt chiefly owing to the Finance (1909-10) Act, 1910, the confidence of the public and investors generally was gradually shaken in this class of security, and now the advent of the War Loans has put mortgages at a more than considerable discount. It seems to me that if the subject is carefully handled a large field of investors on mortgage can again be induced to come forward, provided they can be assured of a safe security, and the aid of this "private money" would considerably help the Government in any financial arrangements they may make. One suggestion I would make is that to help to restore confidence the Government might institute some scheme for insuring or guaranteeing the mortgages, for which a small premium might be paid by those taking advantage of it. Another is that trust money in the hands of the Public Trustee and other institutions, and money under the control of the Court, might be advanced on mortgage of property, precautions, of course, being taken by valuation, &c., to see that the security is a suitable one in each case, in the same way as a prudent mortgagee would do.

I feel sure that if the above steps could be taken the Law Society and the various Provincial Law Societies would urge the members of our profession (who control a large amount of money) to advise their clients to invest in mortgages.

H. ROWSELL BLAKER

(Member of the Council of the Law Society for the Berks, Bucks and Oxfordshire and other grouped Midland Societies).

Henley-on-Thames, Sept. 3, 1917.

New Orders, &c.

War Orders and Proclamations, &c.

The *London Gazette* of 31st August contains the following:—

1. A Proclamation, dated 29th August, and styled the Prohibition of Imports (No. 19) Proclamation, 1917 (printed below).

2. An Order in Council, dated 29th August, amending Regulation 2J of the Defence of the Realm Regulations (printed below).

3. An Order in Council, dated 29th August, made under the "Colonial Prisoners Removal Act, 1869," and permitting the removal of prisoners from certain colonies to other colonies named in a Schedule.

4. A Proclamation, dated 31st August, making additions to the list of persons or bodies in neutral countries with whom trade is forbidden.

5. A Board of Trade Order, dated 24th August, requiring returns of Mahogany and American Walnut stocks under Regulations 2B and 2J of the Defence of the Realm Regulations.

6. The Through Rates Order, dated 28th August, made by the Board of Trade under Regulations 7BB of the Defence of the Realm Regulations (printed below).

7. An Order of the Ministry of Munitions, dated 31st August, forbidding dealings in Chrome Ore without a permit.

8. A similar Order, of 29th August, concerning Crude Benzol, Crude Naphtha and Light Oils.

9. The Tea (Returns) Order, dated 20th August, of the Ministry of Food.

10. An Admiralty Notice to Mariners, No. 870 of the year 1917, dated 29th August, concerning the English Channel and North Sea, Southern Portion, Pilotage Regulations; the Rivers Thames and Medway Traffic Regulations, and the Harwich Approaches Traffic Regulations.

The *London Gazette* of 4th September contains the following:—

11. A Foreign Office Notice, dated 4th September, giving lists of persons in China to whom articles exported thereto may be consigned.

12. An Order of the Ministry of Munitions, dated 4th September, forbidding the purchase without a permit of Coal Tar.

13. The Wool (Restriction of Consumption) No. 2 Order, 1917, dated 30th August, made by the Army Council in pursuance of powers conferred by the Defence of the Realm Regulations.

14. The Road Stone Transport Order, 1917, dated 31st August, made by the Army Council under Regulations 2F to 2JJ and 9GG of the Defence of the Realm Regulations.

15. An Admiralty Order, dated 31st August, made under Regulation 39 of the Defence of the Realm Regulations, regulating certain voyages.

16. A War Office Notice, dated 4th September, intimating proposed amendments of the "Rules for Military Detention Barracks and Military Prisons" under section 133 of the Army Act.

A Proclamation

RELATING TO THE IMPORTATION OF CERTAIN ARTICLES INTO THE UNITED KINGDOM.

George R.I.

Whereas by section forty-three of the Customs Consolidation Act, 1876, it is provided that the importation of arms, ammunition, gunpowder or any other goods may be prohibited by Proclamation:

And whereas by certain Proclamations entitled Prohibition of Import Proclamations the importation of certain goods has been prohibited accordingly:

And whereas it is expedient that the importation into the United Kingdom of certain other goods should be prohibited:

Now, therefore, We, by and with the advice of Our Privy Council, in pursuance of the said Act and of all other powers enabling Us in that behalf, do hereby proclaim, direct and ordain as follows:—

As from and after the date hereof, subject as hereinafter provided, the importation into the United Kingdom of the following goods is hereby prohibited, viz.:—

Bacon, Butter, Hams, Lard (other than neutral Lard).

Provided always, and it is hereby declared, that this prohibition shall not apply to any such goods which are imported under licence given by or on behalf of the Board of Trade, and subject to the provisions and conditions of such licence.

This Proclamation may be cited as the Prohibition of Import (No. 19) Proclamation, 1917.

29th August, 1917.

Defence of the Realm Regulations.

ORDER IN COUNCIL.

Whereas by an Order in Council, dated the twenty-eighth day of November, nineteen hundred and fourteen, His Majesty was pleased to make regulations (called the "Defence of the Realm Regulations") under the Defence of the Realm Consolidation Act, 1914, for securing the public safety and the defence of the realm:

And whereas the said Act has been amended by the Defence of the Realm (Amendment) Act, 1915, the Defence of the Realm (Amendment) (No. 2) Act, 1915, and the Munitions of War Act, 1915, and other enactments:

And whereas the said regulations have been amended by various subsequent Orders in Council:

And whereas it is expedient further to amend the said regulations in manner hereinafter appearing:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, that the following amendments be made in the said regulations:—

At the end of Regulation 2J the following sub-section shall be inserted:—

"(5) Where the Food Controller considers it desirable to do so for the purpose of maintaining the supply of hops, he may, after consultation with the Board of Agriculture and Fisheries, exercise, with respect to hops, any of the powers conferred on him by regulations 2F to 2H."

ALMERIC FITZROY.

29th August, 1917.

Defence of the Realm Regulations.

THE THROUGH RATES (GREAT BRITAIN AND IRELAND) ORDER, 1917, DATED 28TH AUGUST, 1917, MADE BY THE BOARD OF TRADE UNDER REGULATION 7BB OF THE DEFENCE OF THE REALM REGULATIONS.

Whereas by Regulation 7BB of the Defence of the Realm Regulations it is amongst other things provided that for the purpose of maintaining an efficient service and promoting the efficient transport of goods with a view to the successful prosecution of the war the Board of Trade may order, subject to such conditions as may be specified in the Order, authorize an increase in the charges for carrying merchandise by sea between Great Britain and Ireland not exceeding such amount as the Board think necessary in the circumstances:

Now, therefore, in pursuance of their powers under that Regulation and of all other powers enabling them in that behalf, the Board of Trade hereby order as follows:—

1. The charges at present in force for carrying merchandise between Great Britain and Ireland may be increased by amounts not exceeding those specified in the Schedule to this Order.

2. The increased charges authorized by this Order shall be allocated to the sea portion of the journey.

3. This Order shall come into force on the 3rd day of September, 1917.

4. This Order may be cited as the Through Rates (Great Britain and Ireland) Order, 1917.

SCHEDULE.

Increased charges for carrying merchandise between Great Britain and Ireland.

	Per ton.
On goods and minerals	7s. 6d.
	Per head.
On horses, mules and other beasts of burden	7s. 6d.
On cattle and calves	5s. 9d.
On pigs, sheep and goats	1s. 6d.
On lambs and other small animals	0s. 9d.

A. H. STANLEY,

President of the Board of Trade

Board of Trade, 28th August, 1917.

Ministry of Food Orders.

Maximum Meat Prices.

LIMITATION OF PROFITS.

The following regulations are imposed by the Meat (Maximum Prices) Order, 1917, dated 29th August, 1917, made by the Food Controller under Regulation 2 F of the Defence of the Realm Regulations:—

PART I.

MAXIMUM WHOLESALE PRICES.

1. No person shall on or after 3rd September, 1917:

(*a*) Sell by way of wholesale sale any carcase of any of the kinds of dead meat specified in the first schedule or any hind quarter or fore quarter of imported beef or veal at a price exceeding the maximum price therein mentioned. Provided that,

(i.) In the case of kosher meat the maximum wholesale price shall in each case be 1½d. per stone in excess of the price otherwise applicable under the schedule, and

(ii.) Where the carcase is cut by the seller into smaller portions a further charge not exceeding a charge at the rate of 1d. per stone may be made for such cutting; or

(*b*) Sell by way of wholesale sale in any area any side, quarter, joint, or cut of the kinds of dead meat so specified at a price exceeding such maximum price as the Food Controller may from time to time direct for that area.

2. The maximum price applicable under the immediately preceding clause (hereinafter called the maximum wholesale price) shall in each case be the price ex market, warehouse, store, or other place of sale.

Nothing contained in this part of this Order shall exempt any person from any of the obligations imposed by Part II. of the Meat (Sales) Order, 1917.

PART II.

MAXIMUM RETAIL PRICES.

4. (*a*) No person shall in the fortnight ending 15th September, 1917, or any succeeding fortnight sell meat by retail in, about, or from any premises except at such prices as secure that the aggregate of the prices charged for meat so sold during the fortnight in question does not exceed the actual cost to him of such meat by more than the prescribed percentage of such actual cost or by more than an amount representing 2½d. for every lb. of meat so sold, whichever shall be the less.

(*b*) The prescribed percentage shall be 20 per cent. or such other percentage as the Food Controller may from time to time direct.

5. In ascertaining the prices charged for the purpose of clause 4 hereof there shall be excluded such sum (not exceeding a sum at the rate of ½d. per lb.) as may be charged for delivery and for giving credit.

6. In ascertaining the actual cost for the purpose of clause 4 hereof, regard shall be had to the following rules:—

(*a*) Where meat sold has been bought as dead meat the actual cost shall be the sum paid or payable for such meat ex market, warehouse, store, or other place where so bought without any addition whatsoever.

(*b*) Where the meat sold is obtained from cattle bought alive by the person in question and slaughtered within fourteen days of his purchase, the actual cost shall be taken to be the sum paid for such cattle less the value of any part thereof not sold as meat.

(*c*) Where the person in question imports meat which is sold by him at any premises the actual cost of such meat shall be taken to be its value at the market price for the time being fixed by or under arrangement with the Food Controller.

(*d*) In all other cases the actual cost of any meat in respect of which a maximum wholesale price is provided under Part I. of this Order shall be taken to be the maximum wholesale price for the time being applicable thereto in the area in which the premises are situate. The actual cost of any side, quarter, or other cut, in respect of which there is for the time being no such maximum price, shall be deemed to be such sum as is fair and reasonable on the basis of such maximum wholesale price.

7. (*a*) A Food Control Committee may from time to time prescribe a scale or alternative scales of maximum prices applicable to sales of meat by retail in, about, or from any premises situate within their area, and may from time to time revoke or vary any scale so prescribed, and, where alternative scales are prescribed, may make such provisions as they shall think fit as to the application of such scales to any premises or class of premises within their area. Any scale prescribed under the powers conferred by this clause shall be in accordance with any general directions which may from time to time be given by the Food Controller.

(*b*) Where any sale has been so prescribed then (subject to any limitations or exceptions prescribed by the Committee) no meat shall be sold by retail in, about, or from any premises situate within the area of the Committee at prices exceeding the prices provided by the scale applicable to such premises.

(*c*) Where the Food Controller so directs a Food Control Committee shall, in exercise of the powers and duties conferred by this clause, act in combination with any other Food Control Committee or Committees and in such case the scale or scales prescribed shall apply to the areas of all such committees.

(*d*) Compliance with the terms of a scale prescribed under the provisions of this clause shall not relieve any person from the necessity of complying with the foregoing provisions of this part of this Order.

(*e*) This clause shall not apply to Ireland.

8. In any proceedings for a breach of any of the provisions of this part of this Order, the burden of proving the actual cost of the meat sold during any fortnight shall be upon the person charged.

PART III.

GENERAL.

9. On and after 3rd September, 1917, every person selling meat by retail in any shop shall keep posted in a conspicuous position, so as to be clearly visible to all customers throughout the whole time during which the meat is being sold or exposed for sale, a notice stating in plain words and figures the prices for the time being of the usual cuts of meat on sale in, about, or from such shop, and a copy of every such notice shall within forty-eight hours of the same being posted be sent by him to the Food Control Committee.

10. A person shall not sell, or offer or expose for sale, or buy, or offer to buy, any meat at prices exceeding the maximum prices provided by or under this Order, or in connection with any sale or disposition, or proposed sale or disposition of meat enter, or offer to enter, into any artificial or fictitious transaction, or make any unreasonable charge.

11. Every person dealing in meat shall keep accurate records containing such particulars as are necessary to show whether or not he is complying with the provisions of this Order so far as they relate to him or his trade, and shall make such returns as to his trade and otherwise as may from time to time be required by the Food Controller, or a Food Control Committee. All such records and relevant documents shall be open to the inspection of any person authorized by the Food Controller or the Committee.

12. Where any contract subsisting at the date of this Order for the sale of meat provided for the payment of a price in excess of the maximum price fixed by this Order applicable on the occasion of such a sale, the contract shall stand so far as concerns meat delivered before 17th September, 1917, but, unless the Food Controller otherwise determines, shall be avoided so far as concerns meat which is to be delivered on or after that date.

13. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

14. For the purpose of this Order:—

"Food Control Committee" shall mean a Committee appointed in pursuance of the Food Control Committees (Constitution) Order, 1917.

"Premises" shall include any van, stand, cart, or other vehicle.

"Cattle" shall include in addition to cattle usually so called ram, ewe, wether, lamb, and swine.

"Meat" shall, except where otherwise stated, mean any meat (including edible offal) obtained from cattle as defined, other than bacon, ham, preserved and potted meats, and cooked meats.

"Kosher Meat" shall mean obtained from cattle slaughtered by butchers in accordance with the Jewish practice of slaughter.

"Stone" shall mean a stone of 8 lb.

This Order may be cited as the Meat (Maximum Prices) Order, 1917.

SCHEDULE OF MAXIMUM WHOLESALE MEAT PRICES.

	Beef and Veal. Price per stone.			Mutton & Lamb. Price per stone.		Pork. Price per stone.	
	Home killed.	Imported.		Home killed.	Imported.	Home killed.	Imported.
	Carcase.	Hind-qrs.	Fore-qrs.	Carcase.	Carcase.	Carcase.	Carcase.
1917.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Sept. ...	8 8	8 4	7 0	8 8	7 8	9 6	8 6
Oct. ...	8 4	8 0	6 8	"	"	"	"
Nov. ...	8 0	7 8	6 4	"	"	"	"
Dec. ...	8 0	7 8	6 4	"	"	"	"
1918.							
Jan. ...	7 4	7 0	5 8	"	"	"	"

NOTE.—In ascertaining weight, the offals are to be excluded.

Control of Butter.

WHOLESALE AND RETAIL PRICES.

The text of the regulations under the Butter (Maximum Prices) Order, 1917, dated 31st August, 1917, made by the Food Controller under Regulation 2F of the Defence of the Realm Regulations, is as follows:—

1. (*a*) On and after 3rd September, 1917, butter shall not be sold by or on behalf of the importer or the maker thereof at a price exceeding the maximum price for the time being prescribed by the Food Controller as the first-hand price.

(*b*) Until further notice the first-hand price shall for the several varieties of butter mentioned in the schedule to this Order be a price at the rate set forth in the schedule as applicable thereto.

2. (*a*) On and after 3rd September, 1917, no person (other than an importer in respect of butter imported by him or a maker in respect of butter made by him) shall sell any butter at a price which exceeds by more than the permitted amount, whichever shall be the lesser of the two following prices, namely:—

(i.) The price paid by him for such butter; or

(ii.) The first-hand price fixed by this Order, or, where further or other first-hand prices are fixed under this Order, the first-hand price in force at the time of his purchase.

(*b*) The permitted amount shall be a sum at the rate of 7s. 6d. per cwt., with the addition of—

(i.) All moneys, if any, actually paid for transport after sale by the importer or maker; and

(ii.) Necessary cold storage charges or expenses (not exceeding the rates current in the district where stored) incurred by the seller before 3rd September, 1917.

(*c*) The amount of the moneys paid for transport or paid or charged for cold storage shall be shown separately on the invoice.

(*d*) In any proceedings the burden of proving the amount actually paid for transport shall lie on the person charged.

3. Clauses 1 and 2 of this Order shall not apply to a retail sale.

4. (*a*) On and after 10th September, 1917, no person shall sell butter by retail at a rate per lb. exceeding by more than 2½d. the actual cost to him of the butter sold.

(*b*) An additional sum, not exceeding ½d. per lb., may be charged for giving credit and for delivery otherwise than by post or rail. No additional charge may be made for packages.

(*c*) The actual cost shall, in the case of all butter (other than butter imported or made by the person in question), be the net price paid for such butter (not exceeding the maximum price applicable under Clause 2 hereof), together with all moneys actually paid for transport not included in such price, and, in the case of all other butter in respect of which there is for the time being a first-hand price, shall be the first-hand price in force at the time of sale, together with any moneys actually paid for transport in the United Kingdom.

(*d*) In any proceedings the burden of proving the actual cost of the butter sold shall lie on the person charged.

5. (*a*) A Food Control Committee may from time to time prescribe a

scale of maximum prices applicable to sales of butter by retail in their area, and may from time to time revoke or vary any scale so prescribed. Any scale prescribed under the powers conferred by this clause shall be in accordance with any general directions which may from time to time be given by the Food Controller.

(*b*) Where any scale has been so prescribed, then (subject to any limitations or exceptions prescribed by the Committee) no butter shall be sold by retail within the area of the Committee at prices exceeding the prices provided by the scale.

(*c*) Where the Food Controller so directs, a Food Control Committee shall, in exercise of the powers and duties conferred by this clause, act in combination with any other Food Control Committee or Committees, and in such case the scale or scales prescribed shall apply to the areas of all such Committees.

(*d*) Compliance with the terms of a scale prescribed under the provisions of this clause shall not relieve any person from the necessity of complying with the provisions of Clause 4 of this Order.

(*e*) This clause shall not apply to Ireland.

6. A person shall not sell or offer for sale, or buy, or offer to buy, any butter at prices exceeding the maximum prices provided by or under this Order, or in connection with any sale or disposition or proposed sale or disposition of butter enter, or offer to enter, into any artificial or fictitious transaction or make any unreasonable charge.

7. Every person dealing in butter shall keep accurate records containing such particulars as are necessary to show whether or not he is complying with the provisions of this Order so far as they relate to him or his trade, and shall make such returns as to his trade in butter as may from time to time be required by the Food Controller or a Food Control Committee. All such records and relevant documents shall be open to the inspection of any person authorized by the Food Controller or the Committee.

8. For the purpose of the Order the expression "importer" shall include the person sighting the shippers' draft, but this provision shall not be construed so as to limit the general interpretation of that expression.

The expression "maker" shall include a blender of butter.

The expression "retail sale" shall include any sale by the maker of such butter of a quantity not exceeding 4 lb. of butter when the total quantity of butter so sold by the maker to the buyer in any one calendar week does not exceed 8 lb.

The expression "Food Control Committee" shall mean a Committee appointed in pursuance of the Food Control Committee (Constitution) Order, 1917.

9. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

10. This Order may be cited as the Butter (Maximum Prices) Order, 1917.

THE SCHEDULE.

FIRST-HAND PRICES.

French fresh rolls	ex port	24s. per doz. lb.
French Paris (unsalted)	,,	per 112 lb. 220s.
Australian	,,	206s.
New Zealand	,,	208s.
Argentine	,,	206s.
Canadian	,,	206s.
American	,,	206s.
Irish Creamery or other best	f.o.r.	
56-lb. boxes		206s. net.
28-lb. boxes and casks		207s. ,,
Kegs...		208s. ,,
Irish Creamery or factory	f.o.r.	per doz. lb.
Rolls or bricks (1 lb. or 2 lb.)		25s. net.
Rolls or bricks (½ lb.)		25s. 3d. net.
Prints (½ lb.)		25s. 9d. ,,
Blended butter, English factory	Delivered	
Rolls and bricks (1 lb.)		25s.
Rolls and bricks (½ lb.)		25s. 3d.
Prints (½ lb.)		25s. 9d.

(All unsalted 3s. per cwt. extra.)

Except where the price is stated as a net price, discount shall be allowed at 2d. in the pound for cash within seven days, and at 1d. in the pound for cash within one calendar month.

Sale of Cheese Order.

DEALERS' PROFITS FIXED.

The Cheese (Maximum Prices) Order, 1917, dated 31st August, 1917, made by the Food Controller under Regulation 2F of the Defence of the Realm Regulations, is as follows:—

1. (*a*) On and after 3rd September, 1917, cheese shall not be sold by or on behalf of the maker thereof at prices exceeding the maximum prices for the time being prescribed by the Food Controller as first-hand prices.

(*b*) Until further notice the first-hand prices shall for the varieties of cheese mentioned in the Schedule be prices at the rates set forth in the Schedule.

2. (*a*) On and after 3rd September, 1917, no person (other than a maker in respect of cheese made by him) shall sell any cheese at a price in excess of whichever shall be the less of the two following prices, namely:—

(i.) A price at the rate of 6s. per cwt. above the price paid by him, together with the addition of all moneys actually paid for transport.

(ii.) A price at the rate of 10s. per cwt. above the first-hand price fixed by this Order, or, where further or other first-hand prices are fixed under this Order, the first-hand price in force at the time of his purchase, with the addition in either case of all moneys actually paid for transport.

(*b*) No addition may be made on account of shrinkage.

(*c*) The amount of the moneys paid for transport shall be shown separately on the invoice.

(*d*) In any proceedings the burden of proving the amount actually paid for transport shall lie upon the person charged.

3. A person shall not sell, or offer for sale, or buy, or offer to buy, any cheese at prices exceeding the maximum prices provided by or under this Order, or in connection with any sale or disposition, or proposed sale or disposition, of cheese enter, or offer to enter, into any artificial or fictitious transaction or make any unreasonable charge.

4. Every person dealing in cheese shall keep accurate records containing such particulars as are necessary to show whether or not he is complying with the provisions of this Order so far as they relate to him or his trade, and shall make such returns as to his trade in cheese as may from time to time be required by the Food Controller. All such records and relevant documents shall be open to the inspection of any person authorized by the Food Controller.

5. This Order shall not apply to any sale or purchase by retail.

6. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

7. This Order may be cited as the Cheese (Maximum Prices) Order, 1917.

SCHEDULE OF PRICES FOR BRITISH-MADE CHEESE.

	per cwt.
Cheddar make	132s.
Cheddar loaf make	132s.
Derby and Leicester make	132s.
Caerphilly make	119s.
Dunlop make	130s.
Cheshire, Stafford, and Lancashire make ...	129s.
Partially skimmed	115s.
Stilton make, 1s. 6d. per lb.	
Wensleydale, flat shape make	129s.
Wensleydale, Stilton shape make, 1s. 6d. per lb.	

In all cases prices are ex factory or ex farm, and include delivery as customary. All these prices are subject to the following terms:—For cash in seven days, 2d. in the £ discount. For cash in one month, 1d. in the £ discount.

Licences for Food Imports.

ROYAL PROCLAMATION.

The following Proclamation relating to the importation of certain articles into the United Kingdom was issued last night:—

GEORGE R.I.

Whereas by Section forty-three of the Customs Consolidation Act, 1876, it is provided that the importation of arms, ammunition, gunpowder, or any other goods may be prohibited by Proclamation:

And whereas by certain Proclamations entitled Prohibition of Import Proclamations the importation of certain goods has been prohibited accordingly:

And whereas it is expedient that the importation into the United Kingdom of certain other goods should be prohibited:

Now, therefore, We, by and with the advice of Our Privy Council, in pursuance of the said Act and of all other powers enabling Us in that behalf, do hereby proclaim, direct and ordain as follows:—

As from and after the date hereof, subject as hereinafter provided, the importation into the United Kingdom of the following goods is hereby prohibited, viz.:—

Bacon.
Butter.
Hams.
Lard (other than neutral Lard).

Provided always, and it is hereby declared, that this prohibition shall not apply to any such goods which are imported under licence given by or on behalf of the Board of Trade, and subject to the provisions and conditions of such licence.

This Proclamation may be cited as the Prohibition of Import (No. 19) Proclamation, 1917.

Given at Our Court at Buckingham Palace, this Twenty-ninth day of August, in the year of our Lord One thousand nine hundred and seventeen, and in the Eighth year of Our Reign.

GOD SAVE THE KING.

The restriction of imports of bacon, butter, hams, and lard to licensees, as provided by the Proclamation, is clearly a step in the direction of enabling the Food Controller to exercise effective control over the total supplies and the prices of the commodities in this country. He already has ample powers to deal with home supplies, but in order to make complete the control over the total supplies and the prices it

will be necessary for him to know what quantities are being, or are about to be, imported. This information can best be secured by requiring all firms importing first to apply for licences to do so and to set out the quantities proposed.

Since last March bacon, butter, hams, and lard have been subject to maximum importers', manufacturers', and curers' prices, which were fixed every fortnight.

The Ministry of Food announce that the following immediate action will be taken under the Proclamation:—

IMPORTS FROM UNITED STATES.—The Ministry of Food are establishing in the United States a single buying agency, analogous to the Wheat Export Company, to deal, in the first instance, with bacon, hams, and lard. The Ministry of Food will buy these articles through this agency as from Monday next, 3rd September.

Though the Proclamation applies formally to all goods arriving after 29th August, it has been arranged that all consignments of bacon which were dispatched from their point of origin direct to the consignee in the United Kingdom on or before 3rd September shall be admitted under licence subject to conditions intended to secure adequate Army supplies. Consignments of hams and lard dispatched on or before 3rd September will be admitted without licence.

All persons in this country holding original c.i.f. or f.o.b. contracts for bacon and lard with American shippers are required to furnish the Food Controller with full information as to such contracts immediately.

IMPORTS FROM COUNTRIES OTHER THAN THE UNITED STATES.—Pending further arrangements licences will be granted to recognised importers of bacon, hams, and lard from other countries to continue these imports, but licences for consignments of Canadian bacon will, as in the case of American bacon, be subject to such conditions as may be necessary to maintain adequate supplies for the Army.

Applications for licences should be made in all cases to the Controller of Import Restrictions, 22, Carlisle-place, Westminster, S.W. 1.

ORDER AS TO MAXIMUM PRICES.—The goods imported on behalf of the Ministry of Food will be distributed through the ordinary channels on fixed terms as to commission and profits, so as to secure supplies to the public at prices excluding any unreasonable profit.

In respect of bacon, hams, and lard now in the country, or to be admitted under the arrangements described above, the Food Controller has made an Order fixing as from 30th August maximum importers' prices, and is in consultation with representatives of the wholesalers and retailers with a view to the fixing also of wholesale and retail prices in respect of all the above articles. It should be borne in mind that the importers' prices are mainly determined by the market prices ruling in foreign countries, over which the Food Controller has no control, and that they must be maintained at such a figure as will ensure the regular shipment to this country of adequate supplies.

Producers' prices have also been fixed for home-produced bacon, hams, and lard, with reference to the price fixed for pork.

Further Orders are being issued fixing from Monday, 3rd September, the maximum wholesale price of cheese and limiting the profits of factors and wholesalers, and as regards butter carrying into effect the arrangement made some days ago as to the fixing of maximum wholesale and retail prices on the basis in each case of the prices in the last published list of the Home and Foreign Produce Exchange.

THE BARLEY (RESTRICTION) ORDER, 1917.

In exercise of the powers conferred upon him by Regulation 2B of the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that except under the authority of the Food Controller the following regulations shall be observed by all persons concerned:

1. *Use of Barley.*]—(*a*) No person shall on or after the 1st September, 1917, use any Barley except for the purpose of seed or except in the process of manufacturing flour.

(*b*) This clause shall not apply to tailings or screenings or Barley which has been so damaged as to be unfit for milling.

2. *Use of Barley Flour and articles containing Barley Flour.*]—(*a*) No person shall on or after the 1st September, 1917, use any Barley Flour, except in the manufacture of articles suitable for human food or use any article containing any Barley Flour except as human food.

(*b*) This clause shall not apply to Barley Flour which on the 1st September, 1917, had been so treated as to be unsuitable for the purpose of human food, or to any Barley Flour or any article containing Barley Flour which is or may become unfit for such purpose.

3. *Damaging Barley.*]—No person shall damage or permit to be damaged on or after 1st September, 1917, treat or permit to be treated any Barley or Barley Flour or any article containing Barley Flour so as to render the same less fit for the purpose for which under this Order it is reserved.

4. *Samples.*]—Any person authorized by the Food Controller and any Local Authority empowered to enforce the provisions of this Order, may take samples of any Barley or Barley Flour, or other article which he has reason to suspect is being used, treated or damaged in contravention of this Order.

5. *Determination of certain question.*]—If any question shall arise whether any Barley is so damaged as to be unfit for milling or whether any Barley Flour or article containing Barley Flour is unfit for the purpose of human food such question may be referred to and determined by any person authorized in that behalf by the Food Controller or in England and Wales and Scotland by a Local Authority empowered to enforce this Order as to Barley or Barley Flour or any such article within the district of such Local Authority.

5. *Infringements.*]—Infringements of this Order are summary offences against the Defence of the Realm Regulations.

7. *Revocation.*]—After the 31st August, 1917, the Maize, Barley and Oats (Restriction) Order, 1917, shall cease to be in force so far as the same relates to Barley but without prejudice to any proceedings in respect of any previous contravention thereof.

8. *Title.*]—This Order may be cited as the Barley (Restriction) Order, 1917.

By order of the Food Controller,
U. F. WINTOUR,
Secretary to the Ministry of Food.

15th August, 1917.

The Local Government Board by arrangement with the Food Controller hereby determine that the provisions of the Local Authorities (Food Control) Order (No. 1), 1917, shall apply to the above Order of the Food Controller as if that Order were mentioned in Column 1 and the whole of that Order were mentioned in Column 2 of the Schedule to the Local Authorities (Food Control) Order (No. 1), 1917.

Dated this 16th day of August, 1917.

F. J. WILLIS,
Assistant Secretary.
Acting on behalf of the Local Government Board under the authority of their General Order dated the 26th day of May, 1877.

With the concurrence of the Secretary for Scotland the Food Controller orders that the Local Authorities (Food Control) (Scotland) Order, 1917, shall apply to the above Order.

U. F. WINTOUR,
Food Controller.

THE 1917 CROP (RESTRICTION) ORDER, 1917.

General Licence.

The Food Controller hereby authorizes all persons concerned until further notice to buy, sell and deal in potatoes of the 1917 crop grown in the United Kingdom, provided that all potatoes so dealt in shall be bought and sold for delivery before 15th September, 1917.

By Order of the Food Controller,
U. F. WINTOUR,
Secretary to the Ministry of Food.

28th August, 1917.

Ministry of Food Press Notices.

Lord Rhondda has arranged that the maximum price of 9d. for the 4 lb. loaf of bread shall come into operation on Monday, 17th September.

Grosvenor House, W. 1.
29th August, 1917.

All persons engaged in the purchase, sale or distribution of tea are reminded that the Food Controller requires them to make a return in the prescribed form on or before 10th September, giving particulars of tea (whether in bond or not) in his possession or under his control on 3rd September. Any person concerned who has not applied for the prescribed form from the Secretary of the Ministry of Food, Grosvenor House, W. 1, should make the application without delay. Only those persons are excepted from the necessity of making a return who do not own or have power to sell or dispose of more than 500 lb. of tea on 3rd September, or who hold merely as store keepers for other persons.

Grosvenor House, London, W. 1.
29th August, 1917.

The Food Controller wishes to draw the special attention of corn chandlers and other retail dealers in grain to Clause 10 of the Grain (Prices) Order, 1917, No. 820, under which no person is permitted after 31st August, 1917, to sell any wheat, rye, oats or barley, however small the quantity and whether imported or home grown, otherwise than by weight. This restriction applies to damaged as well as to sound grain, and the prices must not exceed the maximum prices in the Order mentioned above.

Grosvenor House, W. 1.
30th August, 1917.

The Food Controller has removed the restrictions at present imposed on dealings in main crop potatoes to the extent that such potatoes may be bought and sold for delivery before 15th September next. The object of this measure is to allow farmers whose potatoes have been attacked by disease or waterlogged, or who require for other good reasons to lift them immediately, to dispose of their crop without delay. Growers are asked to take care not to lift immature potatoes unless it is absolutely necessary to do so, and both growers and dealers are reminded that in the interests of the conservation of food it is important that second earlies should be disposed of before any considerable portion of the main crop is put on the market.

28th August, 1917.

Societies.

Law Society's Hall.

THIRD TERM, 1917.

The Principal will be in his room on Monday and Tuesday, the 10th and 11th inst., from 10.30 to 1 p.m and from 2.30 to 4.30 p.m., for the purpose of seeing students who propose to attend during the new term. Students who are unable to call are requested to communicate by writing.

Lectures and classes will begin on Wednesday at 4.30 p.m., with Prof. Dicksee's class on "Accounts." Students who have not received a prospectus and time-table should apply at once at the Society's Hall.

Chancery Master Romer.

We regret to announce the death of Master ROMER, who for the past five years has been Senior Master in the Chancery Division. The event occurred on 2nd September under peculiarly sad circumstances. The Master was staying at Mullion, on the Cornish coast, and went down to the beach to bathe at midday, alone. The sea was rough, and nothing more was seen of him until his body was washed ashore in the evening. Master Romer, who was born in 1848, has had a long official career, and will be much missed in the courts and amongst his colleagues. He obtained a certificate of honour at the solicitors' final examination in 1872, and was the author of "The Judicial Trustees' Guide." In 1895 he was appointed a chief clerk in the Chancery Division in succession to Mr. Peake. He was a most industrious worker, and never spared himself. When his official duties were over he was generally found at the Law Society's Library studying the reports and looking up points of law. He was specially interested in the law of copyright, and had spent some years in the preparation of a work on the subject. Shooting, fishing and golf were his recreations. He was an accomplished violin player, and devoted some part of each evening to music. He was also possessed of considerable knowledge of the history of the art, both ancient and modern. The late Senior Master leaves a wife and daughter surviving him.

Obituary.

The Late Mr. Justice Low.

Mr. FREDERICK LOW was a son of the late Mr. Stephen Philpot Low. He was educated at Westminster. Like Lord Justice Swinfen Eady, Sir Samuel Evans, Mr. Justice Horridge and Mr. Justice Bailhache, he began his professional career as a solicitor. He was called to the Bar by the Middle Temple in 1890, and he joined the South-Eastern Circuit. He took silk in 1902, and his appointment as a Special Commissioner of Assize in 1912—a rare, if not unprecedented, position for a member of Parliament, as he then was—gave earnest of his impending promotion to the Judicial Bench. Mr. Justice Low married, in 1882, Katherine, fourth daughter of the late Mr. Charles Thompson, and he had issue one son, Captain S. P. Low, of the Hampshire Regiment, and two daughters. The cremation will take place at the Brookwood Crematorium on Saturday.

Qui ante diem periit,
Sed miles, sed pro patria.

Captain James Godfrey Stockton.

Captain JAMES GODFREY STOCKTON, Oxford. and Bucks. L.I., who was killed on 22nd August, was the eldest son of the late Oliver J. Stockton, of Bodicote, Banbury, and stepson of Mrs. Ismay Stockton, of Trerose, near Falmouth. At the outbreak of war he was reading law, and was serving his articles with Messrs. Eves & Jones, of Mark-lane, and was about to take the final examination. He was in the Inns of Court O.T.C., and in September, 1914, was given a commission in a Territorial Battalion of the Oxford and Bucks L.I. He went to the front in May, 1916. He was twenty-five years of age, was educated at Dent-de-lion School, Westgate-on-Sea, and at King's School, Canterbury, and showed promise of a successful career. He proved himself an able officer.

Lieutenant Montmorency Beaumont Beaumont-Checkland.

Lieutenant MONTMORENCY BEAUMONT BEAUMONT-CHECKLAND, Yeomanry, attached Somerset L.I., killed on 17th August, was the younger son of Mr. and Mrs. Beaumont-Checkland, of 44, South Eaton-place, and Porlock, Somerset. Born in 1883, he was educated at Newton College, Uppingham, and St. John's College, Cambridge. He passed Part I. of the Law Tripos, took his B.A. degree through the special examination in law, and was called to the Bar in 1910, being a member of the Inner Temple and of the Midland Circuit. He was an athlete, winning the quarter-mile at the age of eight at his first school and at St. John's College sports in 1904, and, later, the 300 yards officers' race in the Yeomanry regimental sports. He also played hockey and cricket for his college. He played golf, and hunted regularly, especially with the Devon and Somerset Staghounds. On the outbreak of war he applied for a commission in the West Somerset Yeomanry, and, as there was no vacancy, served in the ranks. He obtained his commission in October, 1914, and went out with a draft in September, 1916, being attached to the Somerset L.I.

Legal News.

Changes in Partnerships.

Dissolutions.

ERNEST EDWARD LAKE, GEORGE LYON and GORDON MURRAY-SMITH, solicitors (Tucker, Lake & Lyon), 74, Great Russell-street, Bloomsbury-square, W.C. August 31. The said business will be carried on by George Lyon and Gordon Murray-Smith. [*Gazette*, September 4.

JOSHUA LESLIE FIELD and JOHN GEORGE MAXWELL BROWNJOHN, solicitors (Leslie Field, Brownjohn & Co.), 27, Essex-street, Strand, W.C. July 1. [*Gazette*, September 4.

General.

At a District Court-Martial held in Galway on 21st August, John Burke, of Cahermare, County Galway, was found guilty of an offence against the Military Exercises and Drill Order (Ireland), made under the Defence of the Realm Regulations. The Court sentenced him to nine months' imprisonment without hard labour, and the sentence has been confirmed by the General Officer Commanding-in-Chief.

At Dudley on Monday, a woman styling herself "Madame Martha" was fined £20 for pretending to tell fortunes. She stated that she had a gift from God to declare the physical ailments of clients and their relatives, and that she confined herself to this business. The police stated that queues of people waited daily outside the woman's house, and that she had "made a good thing" out of their credulity. The magistrate described her as dangerous to society.

As a protest against men sent into the Army being placed by the authorities in what were described as "cushy jobs," the Gravesend Local Tribunal went on strike seven weeks ago. A series of categorical questions on the subject was sent to the Local Government Board, but it took that body six weeks to answer them. Meanwhile not a single man from Gravesend had been sent into the Services. The difficulty has now been removed. A visit having been paid to the Tribunal by Mr. G. R. Snowden, of the Local Government Board, and a military representative, and the points cleared up, the Tribunal resumed its sittings on Monday.

At Thames Police Court on Saturday, before Mr. Cancellor, Nathan Bodenitz, twenty, barber, and Jack Lipman, twenty-two, tailor's presser, were charged with unlawfully having in their possession an irregular military discharge certificate, and, further, with obtaining possession of the same by finding or otherwise and neglecting to restore it to the person to whom it was issued. Captain C. H. Howard, Acting Provost Marshal, who prosecuted, said the military authorities regarded the case as most serious. Owing to the traffic, which appeared to be carried on extensively, a large number of men had succeeded in getting out of the country. Detective-Sergeant Putt said that Lipman had made the following statement:—"I have had the discharge paper about a fortnight. I got it from a sergeant-major outside the Regent's Palace Hotel. I heard my friends say they had got papers from him. Another soldier really got the paper, and I gave him 20s. for it. I know these papers have been floating about for some time, and I know several of my friends have got them." The sergeant added that Lipman had undoubtedly been carrying on an extensive business with blank form discharge papers in the West End. The people who received the papers were Russian born, and many of them had left the country. Lipman was sentenced to six months' imprisonment with hard labour, and Bodenitz to four months' imprisonment with hard labour.

At Westminster Police Court on Saturday, before Mr. Rooth, Elizabeth Milton, fifty-three, married, with no fixed abode, was sentenced to three months' imprisonment for stealing a tin of "Milkmaid cream" from the Army and Navy Stores, Queen Victoria-street. At the previous hearing the prisoner pleaded "Guilty," and it was stated by the police that, according to the evidence of finger prints, she had been previously convicted of various offences. Mr. Rooth on that occasion said he would not be satisfied with the evidence of finger prints alone in regard to the former convictions, and asked for corroboration. After sentencing the prisoner on Saturday, Mr. Rooth referred to the observation he had previously made in regard to the value of finger prints, and said that in the course of the past week he had had the opportunity of discussing the matter with an official holding a very distinguished post, who convinced him that science had made vast strides in regard to the system since the case of the murder to which he had alluded. Afterwards he (Mr. Rooth) went to Scotland Yard, where he had every opportunity of seeing how the system worked. He was shewn photographs, and saw the system regarding classification and identification, and he was bound to say that his views had been extremely modified thereby. After spending some time in the office in Scotland Yard he was satisfied that if finger-print impressions correspond with the photographs in their possession a strong *primâ facie* case is made out.